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02-33

AGREEMENT

Regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

Between

Mahwah Township
THE BOARD OF EDUCATION

and

THE MAHWAH ASSOCIATION OF COORDINATORS
AND DEPARTMENT CHAIRPERSONS

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

X July 1, 1987 - June 30, 1990

ARTICLE I

Membership

In accordance with Chapter 303, Public Laws of 1968, the Board of Education hereby recognizes the Mahwah Association of Coordinators and Department Chairpersons as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all coordinators and department chairpersons. The term unit member shall be used interchangeably with coordinator and department chairperson.

ARTICLE II

Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, and Chapter 123, Public Laws 1974, to reach agreement on all matters concerning the terms and conditions of coordinators' and department chairpersons' employment. Negotiations shall begin in accordance with the laws.

Article III

Grievance Procedure

A. Definition

The term "grievance" shall mean a claim that there has been an improper interpretation, application or violation of policies, agreements and administrative decisions which affect the unit member's terms and conditions of employment.

B. Procedure

1. **Filing a grievance:** A grievance may be filed by the Association on its own behalf or on behalf of any unit member. Grievances must be initiated at the lowest possible level. All time limits shall be determined by calendar days. The aggrieved person shall have the right to representation at all levels. Time limits may be altered if mutually agreed to by both parties.
2. If the Association or unit member fails to meet the time limits specified in this Agreement, the grievance shall be deemed resolved according to the status quo. If the party appealed to for determination at Level I, II or III fails to respond within the specified time, the grievance shall be deemed moved to the next higher level.

Level I

The aggrieved person shall first present his/her grievance claim to his/her immediate superior (Building Principal, Supervisor of Curriculum or Assistant Superintendent) within thirty (30) days of its occurrence with the objective of resolving the grievance informally through discussion. If the matter has first been presented to his/her immediate superior and is not resolved to the satisfaction of the grievant within fourteen (14) days of the discussion, the claim shall be presented in writing to the Supervisor of Curriculum or Assistant Superintendent within seven (7) days. The Supervisor of Curriculum or Assistant Superintendent shall communicate his/her decision in writing to the grievant within fourteen (14) days of the discussion of the grievance but not more than twenty-one (21) days after receipt of the written grievance.

Level II

If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may submit the grievance and any written response from the Supervisor of Curriculum or Assistant Superintendent to the Superintendent within ten (10) days. The Superintendent shall within five (5) days of receipt of the grievance fix a time and place for a meeting with the aggrieved person. Said meeting shall take place no later than fifteen (15) days after the receipt of the grievance. The Superintendent shall present a written determination of the grievance within ten (10) days of this meeting.

Level III

In the event that the grievance is not resolved to the satisfaction of the grievant, he/she may request a review by the Board of Education. Said request for review shall be made

Level III (cont.)

within seven (7) days of receipt of the Superintendent's determination. The Board of Education, or a committee thereof, shall take the necessary steps to provide an opportunity for the aggrieved person to present his/her grievance. The Board will make known its decision, in writing, within twenty-one (21) days of receipt of the grievance.

Level IV

In the event the proceedings at the lower level fail to resolve the grievance, the grievant may submit the claim to arbitration under the Voluntary Labor Rules of the American Arbitration Association within thirty (30) days of receipt of the Board's decision. The parties agree that the arbitrator's decision shall be binding upon them. Any and all cost involved in the use of an arbitrator shall be equally shared between the Board and the Association.

ARTICLE IV

Benefits

Coordinators and department chairpersons shall receive the following benefits and conditions:

A. Insurances

1. The Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each unit member and his/her dependents under a Blue Cross-Blue Shield Plan. The Board shall also pay the full premium on (1) a major medical plan as sponsored by the Pension and Annuity Department of the N. J. State Department of Education and hereafter referred to as the State Plan. (2) Rider J portion of Blue Cross-Blue Shield for the unit member and his/her family.
2. For each unit member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums, as agreed upon above, to provide insurance coverage for the full twelve (12) month period commencing September first and ending August 31. Premiums in behalf of the unit member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

3. Provisions shall be made for allowing unit members to join an income protection plan, at their own expense, under the group rate with Washington National.
4. The Board shall provide a \$5,000 term life insurance policy for every unit member.
5. As of the beginning of the 1972-73 school year, and for the duration of this Agreement, the Board shall pay the full premium for a dental plan for each unit member and his/her dependents.
6. As of September 1, 1982, the Board shall provide and pay full premium for a "prescription" plan equivalent to that provided Mahwah Education Association members under their contract.

B. Annual Physical Examination

Each member shall receive reimbursement for health physicals of up to \$165.00 on an every-other-year basis. If a member chooses not to have a complete physical, the member shall follow state regulations relative to tuberculosis testing.

C. Reimbursement for Tuition/Conferences

Each unit member shall be reimbursed with the approval of the Superintendent, or his designee, for tuition and/or conference expenses as follows:

\$750 - 1987-88 school year
\$825 - 1988-89 school year
\$900 - 1989-90 school year

D. Annual Sick Leave

1. Sick leave benefits will be provided to unit members as provided to Mahwah Education Association members under their contract.
2. Any absence or illness beyond five consecutive days shall be attested to by a physician or other attending specialist.

E. Personal Leave

1. Temporary

Unit members shall be granted days for personal use as needed and as approved by the Superintendent.

2. Extended

- a. Unit members may be granted unpaid extended leaves by agreement with the Board of Education.
- b. All benefits to which a unit member was entitled at the time this leave of absence commenced shall be restored upon returning to the same position.
- c. Maternity/paternity extended leaves of absence shall be granted to unit members so as to include all rights as stipulated in the Mahwah Education Association contract, Article XVII, and as set forth in the Mahwah Association of Supervisors and Coordinators submission, Exhibit A, provided to the Board bargaining team members on August 6, 1982.

3. Sabbaticals

Each unit member shall be eligible for an in-year sabbatical; only one unit member may be absent for this purpose in any one school year. This benefit provides for the unit member to receive three-quarters (3/4) pay for the full year's sabbatical. Unit members shall receive this benefit only once during the term of their employment with the Mahwah Public Schools. Sabbatical proposals are subject to review by the Superintendent or his designee and are subject to the approval of both the Superintendent and the Board of Education.

F. Holidays

Unit members may be excused from attendance whenever schools are not in session, except when special meetings are called by the Superintendent.

G. Credit for Courses

Unit members shall have recorded in their personnel files successful completion of in-service and graduate college courses which are approved by the Superintendent.

H. Credit for Travel

Credit for travel will be provided unit members in the same manner as provided in the MEA contract, Schedule B.

I. Separation from Service Due to Death

Upon the death of a unit member, accrued benefits will be paid to the designated beneficiary. These shall include payment for one-third accumulated sick leave and salary to the end of the bimonthly pay period.

J. Reimbursement for Business Mileage

Unit members shall be reimbursed for job-related automobile expenses at a rate of 22 cents per mile, or as provided in the Mahwah Principals Association contract, whichever is greater.

ARTICLE V

Work Year

Unit members agree that their work year will consist of 190 days, two days of which may include the district's annual Administrative Workshop. Further, unit members agree to provide an additional five days of unreimbursed time between the dates of July 1 and August 31, where a legal, "quasi-legal" or State Department of Education dispute or issue requires their attention or participation.

Members previously contracting for vacation transportation or lodging shall not suffer direct loss of expenditures by attendance at such hearings or events, as previously specified. Members required to be in attendance between the dates of July 1 through August 31 beyond the five days stipulated above shall be reimbursed on a per diem basis for such services on a daily rate of 1/200th of the member's yearly salary.

ARTICLE VI

Assignments

All unit members shall be given notice of their reemployment by April 30 and assignment by June 15 of each year.

ARTICLE VII

Deductions from Salary

The Board agrees to deduct from the salaries of unit members dues for the National Education Association and/or Principals and Supervisors Association memberships, provided such requests are made prior to September first of the contract year.

ARTICLE VIII

Evaluation

- A. Each unit member will meet with an administrative supervisor by October 15 each year to discuss those areas of the job description which need particular emphasis during the school year.
- B. Each unit member shall be evaluated according to the law (N.J.A.C. 6:3-1.21, or as most recently amended).

ARTICLE IX

Salary and Stipend

Salary and stipend shall be as specified in Schedule A.

ARTICLE X

Miscellaneous Provisions

- A. This Agreement constitutes Board policy for the term of said Agreement. All parties represented by the Board and the Association shall carry out the commitments contained herein.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the chairperson of the Mahwah Association of Coordinators and Department Chairpersons.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter.

ARTICLE XI

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS
15th day of January, 1988, by and between the
MAHWAH BOARD OF EDUCATION, (herein referred to as the "Board")
and the MAHWAH ASSOCIATION OF COORDINATORS AND DEPARTMENT
CHAIRPERSONS, (herein referred to as the "Association") is
effective for the period July 1, 1987 through June 30, 1990.

Mahwah Association of Coordinators and Department Chairpersons

By Rex Sund
Chairperson

Mahwah Board of Education

By E.J. Massy
President

By Richard J. Dick
Chairperson

By Jane T. Verlast
Secretary

Dated this 15th day of January 1988

SCHEDULE A

The Mahwah Association of Coordinators and Department Chairpersons accepts, as the basis for unit members' salaries, Schedules A1, A2 and A3 of the Mahwah Education Association Agreement with the Mahwah Board of Education, covering the period of July 1, 1987 through June 30, 1990. Salaries for MACDC unit members shall be the same as if the unit members were on the teachers' salary guide for each year of the contract, as appropriate.

Stipends for MACDC unit members shall be as follows for the period of this contract:

	<u>Coordinators</u>	<u>Department Chairpersons</u>
1987-88	\$3,150	\$2,750
1988-89	\$3,402	\$3,100
1989-90	\$3,700	\$3,700